



A particular Deduction of the Case of *William Eyre Esq;*

Concerning his Right to the Half Barony of
Shelelah and Castle of Carnow, in the
County of Wicklow in Ireland, now in
Possession of William Earl of Stra-
fford, truly stated, and humbly Pre-
sented to the King's most Excellent Ma-
jesty, and both Houses of Parliament.

THat Calcot Chambré the Elder,
Esq; selling a very considerable
Estate in Oxford-shire, did with
the money, Purchase the said
Half Barony of *Shelelah*, and
Castle of *Carnow*, with the Appurtenances,
containing in Arable, Pasture, Meadow,
and Wood-Land, about 60000 Acres, and
being



(a) See the
Inquisition
Anno 1636.

being thereof seized in Fee, (a) Fearing the profuseness or Imbecility of his Son, and to secure the Inheritance, did the 18th, of August 1629. make a Lease of the same to James Fines, Nathaniel Fines and John Crew, Esquires, for 200 years to commence immediately from his death without Impeachment of waste, in Trust for the payment of his Debts and Legacies, and afterwards to such Uses as he should declare by any further Deed, or by his last will: And in default of such Declaration, to the use of his own Right Heirs, with power to Revoke it, but he never did, so that the said Lease still remains in force.

(b) 30 Octo.
1632.

That the said Calcott Chambre the Elder, made his last Will (b) and gave all his Lands to his Son Calcott Chambre, and likewise all his Goods and Chattels, whom he made sole Executor, and dyed, owing several summs of Money, and his Will by his said Son was duly proved.

After whose Decease, the said Trustees by vertue of the said Lease, possessed themselves of the Premises, and agreed to let a Lease thereof to one Sandford for three years, for payment of the Deceased's Debts and Legacies, and to allow young Chambers 300 l. per Annum for these three years for his maintenance, and

and then to account and deliver up the Estate to him; The said Sandford being one of the principal Creditors and Legatees.

But Thomas late Earle of Strafford then Lord Deputy of Ireland, being by some ill persons put upon the Coveting this Estate (which was and is as considerable as most in that Kingdom) and having even in the life-time of the said Calcott Chamber the elder, set on foot some Attempts, to render it Forfeited to the Crown as Plantation-Lands, and to that purpose caused several Inquisitions to be Executed, but continually falling therein, the same alwayes appearing to be an Estate in Fee, and exempt from Plantation-Land, yet persisting in such designs after the death of the said Calcott the Father, caused another Inquisition to be taken, to pry into the Estate, and how it was holden, endeavouring to represent it as Forfeited to the King, by making the said Lease of 200 years, without License; but finding the Title and Estate clear, and not in His Majesties disposal, to grant any *custodum*; upon the return of the said Inquisition, no Forfeiture being made, as it was positively certified, by *Barron Bolton*, then Attorney in the Court of Wards; great endeavours were made to all the three Clerks of Sir *Phillip Percival* the then Register of the Court of Wards, pro-

See a large Affidavit of this.

egral n. 102
to the Bishop

fering a considerable sum of ready money, and to be advanced to places of 100 l a year, if they would *Alter* and *Amend* the *Demicle* of the said last mentioned Inquisition, and procure a *Custodiam* of the said Half Barony in any one of their names, but they not daring to attempt it without acquainting their said Master Sir *Philip*, inform'd him thereof, who was much troubled at the same, and did thereupon strickly command all his said Clerks not to attempt any such things; and that if they did, he would turn them out of their places, so that no such thing durst be done by any of them, as is lately *deposed* by one of the said Clerks, still living and ready to justify the same.

Having prov'd unsuccessful in these several ill projects, a plot in the next place is laid to prevent the said Trustees in such their honest intentions of letting the Premises for three years, for paying of Debts and Legacies as aforesaid, and to get the whole Estate by another way into the hands of such his *Creatures* and *Agents* for his own use, without paying any *valuable* Consideration for the same, which was brought to pass and accomplished by the means and practises following, (*Viz.*) The said *Chambre* the younger, coming to *Dublin* with his wife, to take Shipping for

for *England*, to live with his Father in Law (*Esquire Lester in Cheshire*) till the aforesaid three years should be expired, in pursuance of the said agreement, was, by the subtilty of the Earl of *Strafford's Agents* (as an introduction to their great design) perswaded *not to go aboard* that night as he intended (1) but use means to get his Brother *Sandford* out of the Estate or else he would be undone, and *Depositions* that he should Arrest the said *Sandford* for *7000 l.* which he was to account for in his Fathers time, (he then having managed the Estate for the Old Man) but the *morning following* *Chambre* himself was made a Prisoner by the Combination aforesaid, for the mourning for his Fathers Funeral, and *Sandford* hearing of it, kindly posted to *Dublin* to pay the debt, but the aforesaid *Agents* met him as soon as he came, and told him, if he went to his Brother he would Arrest him for *7000 l.* at which *Sandford* much troubled, went back and took counsel of the Earl of *Strafford*, seeming his great friend, whom he did not suspect to have any design upon the Estate, and he advised, instead of releasing his Brother, to clap another Arrest upon him for *1000 l.* pretendedly due to *Sandford*; which being done, and *Chambre* and *Sandford* thus set at variance, the Earl caused Sir *Philip Perseval* and others to make a proposal that the said Sir *Philip* might

might have a Lease of 22 years of *Chambre's* Estate for the use of the Countess of *Carlile*, paying 4000 l. Fine, and 500 l. per annum, and the third penny profit of the Woods: and in order to this, the said Agents perswaded *Chambre* to Petition the Earl of *Strafford*, that the Lease from the Trustees to *Sandford* might not go on, but that the Lease proferred by Sir *Philip* might be perfected, that he might receive the 4000 l. to pay his Fathers Debts and Legacies, and get out of Prison. As soon as the Earl received this Petition, he transmitted it to *England* to His late Majesty and Council, seeming much to commiserate *Chambre's* condition, and desiring their Order to compel the Trustees to consent to this Bargain, they living in this Kindome of *England*. Hereupon the Trustees were sent for before the Council Board, to yield to this Lease propounded by *Percival*, who alledged they were letting a Lease of the Premisses to *Sandford*, much more advantageous to the Petitioner; upon which the King and Council made an Order that the business should be wholly remitted to the Earl of *Strafford*, to perfect that Lease for the Countess of *Carlile* (which was in truth for himself) or make any other better bargain for the good of the Petitioner, declaring, that the Earl should by a Decree in *Chancery*, enforce the Trustees to assent to what

January 17.
1637.

what bargain he should make with the said Countess or others, so far as did concern their Trust, for 22 years, but further, that the Earl should provide by such Decree, to *preserve the Inheritance*, according to the intent of Old *Chambre*, which was, that the Trust should continue in them 200 years.

Now *Chambre* being informed what Order the Earl of *Strafford* had received, Petitions again to him and the Council, that the Lease propounded by *Percival*, might not be made good, for he could have a *much better Bargain*; at the reading of which, his Brother in Law, the Lord *Brabazon*, being one of the Council, desired, since his Brother must be forced to Lett his Estate to pay his Debts, that the King and Councils Order might be fulfilled, and the best bargain accepted of, and for his own part, he was willing to take the Lease of 22 years, and give his Brother *Chambre*, 5000 l, and 600 l per annum, and half the profit of the Woods: whereas *Perceval* would give but 4000 l fine, and 500 l per annum, and the third penny profit of the Woods, so that here was a bargain of above 14000 l profit better then that of *Persevals*, for there was above 2000 l per annum, made *communibus annis* of the Woods. Yet the Earl of *Strafford* refused this offer, and thereby created

and a certain lols to *Chambre*, to a greater value, during that 22 years, than what he himself afterwards pretended to give for the whole Estate, Reversion and all. The Earle I say refused this offer, directly contrary to the King's Oorder, and caused the Lease with *Perseval* to be perfected by a special Order, on the terms first by him offered, forcing the Trustees to consent by a Decree, but no care was taken therein to preserve the Inheritance, so that His Majesties Order of Counsel was doubly defeated and eluded, nor was this 4000 l Fine, or the 500 l per annum Rent, or third penny of the profit of the Woods mentioned in the said Lease ever paid, or if any of the 4000 l were paid, it was after *Chambre's* death, and to whom the Earl of *Strafford* and his Agents pleased.

Secondly *Sandford* being thus turned out, and the Earls Agents got in possession of the Premises, *Chambre* was still detained a Prisoner, and being scarce able to get Victuals for his necessity, Petitioned the Earl of *Strafford* that the 4000 l Fine might be paid, that he might be able to discharge his Debts, and go out of Prison, upon which, the Earl to drive his design on further, causes an Agent to tell him, that the 4000 l fine would not pay his Debts, and perswade him to sell the Reversion of the Estate, and he should have 13200 l. for

for it. But *Chambre* refusing was kept more *straitly* a Prisoner then before, and reduced to great *want*, yet often visited by several of the Earles instruments, and when they got him merry, or at all inclinable to the Earles desires, he was sometimes sent for to *Dine* with him at the Castle, and sometimes let out of Prison, and then by one pretended *Debt* or other upon Paper Petitions, clapt up again, though *he offered security for any just Debt* could be charged upon him, whereby being brought into such *miser*y, by continual vexations and cruel dures, he was at last *willing* to yield to the Earls Proposal for the Reversion of the Estate (but not the Lease) if his *wife would consent*.

To make her willing, the Earl sends a *Messenger* to her, and upon refusal, threatens her, and causes her Husband to be kept so *close* a Prisoner, that neither *she nor any* of his friends could come at him, though she Petitioned *six times* to see him, yet she could not be admitted, till he often falling into *Convulsion Fits*, the Keeper thinking he would dye, went to the Earl of *Strafford*, and told him that Mr. *Chambre* had a desire to see his wife, and if it were not speedily, she would never see him alive; upon which the Earl sent his Gentleman to go along with her, who found him lying upon the floor on his belly, very near
B
death,

See the
Depositions,
this proved
by three
Witnesses.

death; but raising him with some spirits, and other help, he began to look up, his wife asking him how he did, he answered, *she saw his sad condition, in which he must continue, unless he would consent to pass away the Reversion to the Earl of Strafford, to which she replied, Prethee Husband I see they are resolved to have it, and rather then I will be an instrument of thy death, I will agree to it.* Immediately the Earls Gentleman hasted back to his Lord, and told him he must strike whilst the Iron was hot, for now she was willing; so a Fine was next day clapt up, upon those words, and a Deed dated the second of November 1638. Sealed by *Chambre* for the Reversion only, to *Joshua Carpenter, Henry Wentworth* and others, (intended though not expressed, to and for the use of the said Earl of *Strafford* and his Heirs.) for the sum of 13200 l. mentioned therein as the consideration, whereas the Estate was then really worth above 120000 l. for the Lands would be worth within 4 or 5 years time (when the old Leases Expired) between 5 and 6000 l. *per annum.* Besides Customes, which were worth as much more, and at that time the Woods were worth near 100000 l. The Earl of *Cork* having proffered (but a year before *Old Chambre's* death) 60000 l. for the Timber Trees only upon the Estate.

But now by the practices aforesaid, Wood and

and Land, and all the Appurtenances are wrested from the said *Chambre* and his wife, for the bare mentioning 13200 l. for even of that money none was ever yet paid, save only 500 l. said to be paid to one *Chambre* of *Minmore* for to relinquish all his pretensions to the Premisses, so much being given by *Chambre* the Father, on that condition. This Deed and Fine being executed (which were not only obtained by duress of Imprisonment, Fraud, Cruelty, &c. and directly contrary to the King and Council's Order before mentioned) the said *Chambre* was thereupon fully set at Liberty, but coming into the fresh Aire and full dyet, within few dayes after, viz. the latter end of November 1638 Dyed, leaving two Children, a son that dyed soon after him, and a daughter.

But before his death or making of the said Conveyance, viz. the 17th. of August 1638 the said *Chambre* made his last Will and Testament in Writing, bequeathing all his Lands to *Mary* his wife for 12 years, and for the Remainder, one moyety to her during life, the other to his Heirs Male, and for want of an Heir Male to his Uncle *Chambre* of *Minmore* and his Heirs Male for ever, and 2000 l. to his Daughter, and made his said wife sole Executrix, and expressly gave her all his Goods and Chattels, by which she became Intituled to the Lease of 200 years, for the Remainder

to come. And whatever was given to *Chambre* of *Minmore* by Will, or otherwise, [was sold a year after *Chambre's* death by *Chambre* of *Minmore* to the deceased young *Chambre's* wife, so that the Family of *Minmore* have no pretence of any right to it, as by Deed under his hand doth appear. That *Chambre* the younger thus dying, without signing any Deed, to lead the use of the aforelaid Fine, and his Will in writing being concealed, the Earls Agents, apprehending they had not yet made the Estate secure, set up by false suggestions a *Nuncupative* Will, supposed to be made by the said *Chambre*, and made *Mary* his Relict prove the same. And in pursuance of such pretended Will set up likewise a Lease and Release, Dated the 3d. of *November* 1638. supposed to be made under the said *Chambre's* hand only, of all the Premises with th'appurtenances absolutely, and a Deed of uses or Covenants with the same Date, between *Carpenter*, *Wentworth* and others, the Earls Trustees of the one part, and the said *Chambre* of *Carnow*, Squire *Lester* his Father in Law, *Job Ward* that afterward married his Relict, and his Uncle *Chambre* of *Minmore*, pretended Trustees for the said *Chambre* of *Carnow*, of the other part; whereby the said *Carpenter*, *Wentworth*, &c. Covenant to lay out 12000 l. before the first of *November* 1645. in Land to be conveyed to the said

said *Lester, ward*, and *Chambre of Minmore*, for several uses, and upon several limitations therein mentioned, but all these Deeds pretended to be signed the 3d. of *November* were false and Hatched after *Chambre's* death, being accomodated to the *Nuncupative Will*, for *Chambre* perfected no Deed in his life-time, but of the 2d. of *November*, by which he sold only the *Reversion of his Estate* for 13200 L. under his own hand, without the Trustees; and the said *Lester* and *Chambre of Minmore*, who knew nothing of these other Deeds, were named in them only to colour the intrigue.

This *Nuncupative Will*, and several Deeds being thus set on foot, and admitted, and the said *Job ward* having married *Mary* the Relict of *Chambre of Carnow*, and they desiring the Earl that the 13200 l. might be layed out in Land for *Calcott Chambre* an Infant then living, son of the said *Chambre of Carnow*, and *Mary*, or else to be restored to *Sholelah* again, his Honour made the said *Job ward* his Favourite, and caused him the said Infant to Petition that the said Trustees *James Fines*, *Nathaniel Fines*, &c. might give up their Trust in the aforesaid Lease of 200 years, who induced by the supposititious Deeds, and a Decree grounded thereupon, and obtained by the Earl's Potency in the *Chancery of Ireland*, were prevailed upon to sell the said Lease (but

(but without the said *Job Ward* or his wife signing the same) to two persons, for the use of *Carpenter, Wenimorth*, and others: but it was upon condition that 13200 l. should be paid, or laid out for Purchasing Land of Inheritance according to the aforesaid Articles before *November 1645*. which was never performed; true it is in the time of the Suites with the said Trustees of the Lease of 200 years, the late Earl of *Strafford* in pursuance of some part of the pretended Articles, pretended to purchase a place called the *Renalaghs* (or *Knackbrea*) of *Sir Adam Loftin*, which was Plantation-Lands taken from the Irish, and given to several men upon Commissions of Grace, and no real Inheritance, for it was only a Lease for years, and with several limitations; and though the Earls Agents pretended they laid out 10000 l. for it, yet if they did, it was in their own wrong, and not with our consent, and the Land was not worth 5000 l. as appears by many Witnesses.

That in the year 1640. the real Will in writing of the said *Chambre of Carnon* (intrusted by him with *Mr. Gutteridge* then Minister of *Carnon*) was providentially discovered and produced, which being proved, and Administred unto by the said *Mary* his Relict, the *Nuncupative* Will (though she was forced to Administer a year before, and the Earl of *Strafford* had spent above 500 l. in Law

Law to maintain it) was thrown out of Court, upon which the said Earl and his Agents began to be at a stand, because all the false Deeds and Articles of Agreement, upon which the Trustees Assigned away their Trust, being done upon that *Nuncupative Will*, seemed to signify very little, and therefore to the intent it one device would not serve another might. The Earl having about *Trinity Terme 1637. 13 Car. 1.* caused a Case, called *The Case of Tenures upon defective Titles*, (tending to the taking away and disposing of Lands without *Jury, Trial, consent of Parties, or Legal Process*, to evidence or adjudge that the Titles were defective) did amongst at least 400 other Mannours comprise the Premises therein, though there were no colour of reason for the same, and in or about the year 1640. obtained an *Act of Parliament of Ireland* (as is pretended) whereby the said *Half Barony* were vested and settled in His then Majesty His Heirs and Successors, or any he should grant them so, within five years, as Plantation Lands and Defective Titles.

Whereupon he obtained Letters Patents under the Great Seal of Ireland, whereby the Premises were granted to Five persons in Trust for Sir *William Wentworth*, his Son (now Earl of *Strafford*) who since his Father's death, hath renewed the said Letters Patents, and thereby,

(10)
and by the said Act, he holds Possession; whereas in truth the said *Half Barony* and Premises were not *Plantation-Lands*, or ever so reputed, nor was the Title of the said Old Mr. *Cumbré* any way defective, but he bought the same for a valuable consideration, parting with a very considerable Estate in *Oxfordshire*, to purchase this, and was lawfully seized of the Premises in Fee-simple at the time of his death, as by the aforesaid Inquisition appears, neither were the same ever Forfeited or Sequestred to the Crown.

Besides the practise is apparent, for in the 10. Car. 1. *An Act being made for securing Estates of Plantation-Lands, &c.* which undertakes to specify what Lands should be counted *Plantation-Lands*, and names several places, as *Renalaghs, &c.* in the same County of *Wicklow*, yet never mentions one word of *Shelalah*, now this Act 1640. seems only a Reperition of of the same Act of the 10. Car. 1. and has no more effect in it, save only that this Estate of *Shelalah* is here inserted, and indeed no other Lands are added, but that, or a small Estate or two adjoining, which the Earl about the same time possessed himself of, so that it seems, as if this Act were designedly carryed on to colour his pretences to this Estate, fearing what was done before, otherwise to that purpose, would not be sufficient; From all which
it

it appears that as well the Parliament in that *Act*, as His Majesty in His *Grant*, were surprised with false suggestions and mistaken grounds,

In the year 1647. The now *Suppliant*, *William Eyre*, intermarried with the said *Mary*, formerly Relict and Executrix of the said *Calcott Chambré of Carnow*, and thereby in *Right*, became *Intituled* unto, and ought to have had and enjoyed the *Use* and *Benefit* of the *Premises*, under, and according to the *Trust* aforesaid, for the then Remainder of the aforesaid *Term* of 200 years: And accordingly most of the writings aforesaid came to his hands, and also the said *Lease* of 200 years: But by *Deceit* and *Subtily*, he was deprived of them, and many of them came into the now *Earl of Strafford's* hands, and his Agents.

For the said *Eyre*, by means of his opposing *Oliver Cromwell* and his Arbitrary Power, and the Death of the late *King*, of blessed memory, being a close *Prisoner*, in *Warwick Castle*, in the year 1649. *Judge Advocate Whaley*, formerly a *Servant* to *Ms. Chambré* in *Ireland* (then *Eyres* wife) perswaded her to make *Colonel James Temple* her Daughters Guardian, lest *Cromwell* should Sequester their Estate, because of her Husbands *Actions*, whose pernicious counsel she took, and trusted the said *Temple* with most of the said writings concerning the

Estate, upon his promise to restore her Daughter and writings upon demand: But the said *Eyre* and his wife in the year 1650. demanding them, he refused to deliver them, and contrary to his promise inveigles the Daughter to marry his youngest son *Alexander*.

That *Eyre* in the latter end of the year, 1650 went into *Ireland* to look after his Estate in Right of his wife, and did enter thereupon, most of the Nobility and Gentry being sensible of the wrong done to Mr. *Chambre*, the said *Eyre's* Predecessor, by the late Earl of *Strafford*; the then Council, put the said *Eyres* in Possession of the said *Chambre's* Estate of *Shelelah* aforesaid, which the said *Eyres* held several years: But being made a Prisoner again by *Oliver Cromwell* for many years together, the Earl of *Strafford* and Colonel *James Temple*, and his Son *Alexander* and his wife, taking the opportunity of *Eyre's* Imprisonment, combined together, and commenced many suits, to oust him of the Premises of *Shelelah*, of which he was in Possession, and made use of the said writings which the said *Colonel Temple* had so unadvisedly deprived the said *Eyre* of, and redelivered the Lease of 200 years into the now Right Honourable the Lord *Crew's* hand, one of the Trustees, who hath acknowledged that he hath the same by him, and is ready to deliver it to whom a Court of Judicature shall command.

The

The first Suit the said Confederates Com-
menced, was on the behalf of the Countess of
Carlisle, for the aforesaid Lease of 22 years,
yet had not payd a penny Rent, nor any profit
of the Woods, according to the tenor thereof,
so that the same was long since void; yet they
still brought vexatious Suits to weary out the
said *Eyre* as he was a Prisoner, and also against
Chambre of *Minmore*, as pretending to be Heir
Male to the Estate, according to the Tenor of
young *Chambre's* Will.

And in the year 1657. all the Suits of the
now Earle of *Strafford* and his Agents came
to a Hearing, and after five dayes debate from
morning till night, before Chancellor *Steele*, He
did then judge that the Reversion might belong
to the Earle of *Strafford*, because of the Fine past,
although surreptitiously obtained, but the
Court was of Opinion that the Lease of 200
years did belong to *Eyre* in Right of his wife;
and therefore did Dismiss the said Earle of
Strafford and the Countess of *Carlisle* with all
their Suits that had been of 4 or 5 years stan-
ding in several Courts, and seemed resolved to
continue the said *Eyre* in Possession, in Right
of his wife; the Lease of 200 years belonging
unto him.

Which the Earle of *Strafford's* Agents per-
ceiving, betook themselves to their last change,
and produced the aforementioned Act of Par-

liament for *strengthening of Defective Titles*; amongst which *Chambre's Estate of Shelelah* was foisted in untruly as aforesaid. Upon which Chancellour *Steele* deferred his Judgement till the next Terme, expecting the cross Bill of *Eyres* and his wife would then come to a *Hearing*.

That before the next Terme, the now Earl of *Strafford* and his Agents put in a Plea to such the said *Eyres* cross Bill, waving all pretences of Titles, and Claimes whatsoever, & did challenge the said Estate meerly by the said Act, for *corroberating defective Titles*, & Letter Patents thereupon granted under the Great Seal of *Ireland*, the 28th. of September Anno 1641. 17. Car. primi to *George Carr* and others to and for the use of the now Earl of *Strafford*.

That *Eyre* being a Prisoner, and his Councel neglecting to argue the said Plea, or bring that Cause to a *Hearing*, *Steele* the next Terme proceeded to pronounce his Decree in the said other Cause, wherein the said Earles Agents were Plaintiffs, and meerly upon the said Act (though as is credibly affirmed; it never had the *Royal assent*, nor was Recorded) gave away *Eyre's* Possession not upon any other Title the Earl had to it, but meerly by that pretended Act: Declaring in his Decree, that the same

chiefly to be considered, *viz.* whether it be a defective Title or not, and therefore gave the now Earl of *Strafford* Possession, only till he was oured by due course of Law, or further Order of the Court, and did publickly blame *Eyre's* Councel, for not bringing his cross Bill together to a *Hearing*, and told them, there was speaking of a *will* and an *Inquisition*, proving the Estate was no defective Title. And he did believe there were such things, but they had not appeared judicially before him; and therefore advised the said *Eyre* to *Appeal* to a *Parliament*, who would undoubtedly do him right in the thing; by their Sovereign Power, which he being of an inferiour Court, had not power to do.

But the said *Eyre* could not obtain his Liberty, till after *Richard Cromwel* was turned out, and *Ludlow* sent over by the *Long Parliament* into *Ireland*, and within half a year after was made a Prisoner again, upon the occasion following, (*viz.*) His Majesty, our Sovereign that now is, being to be Proclaimed in *Ireland*, on the 18th. of May 1660. The said *Eyres* wife desirous to rejoyce with her Tenants for His Majestie's *Restauration*, had invited many of them to a Feast on that day, and ordered servants to carry them Loads of Wood to a Hill to make a Boonfire; of this the subtilty of his Adversaries, who were in Possession of his

his Estate, that they might prevent him from *Appealing* to the Parliament in *Ireland*, for recovering the Lease and Estate aforesaid, took an advantage, and brought feigned Complaints, suggesting to some Magistrates, that if they did not secure the said *Eyre* before the said day, he would be at the Head of a great number of persons to oppose the coming in of the King, than which nothing could be more farther or remote from the said *Eyre's* Intentions.

However upon this *slander*, the Council of State sent five Troops of Horse, toaled the said *Eyre* out of his bed, and carried him to *Dublin* Castle, where he was a Prisoner for some time, and afterwards hurried from Prison to Prison above ten years space; without any known crime; sometimes kept from all kind of Food, for several weeks, but what was given by stealth at a hole made under the door, for the Cat to go in and out; and his Keeper being demanded by the Prisoners and others, the reason of the extraordinary rigour towards the said *Eyre*, would usually answer, *That his Command was so strict, he durst do no otherwise*, often declaring, he had no order to spare him. Yet whilst the said *Eyre* was thus in bondage, all acquaintance prohibited to come at him, and his wife not suffered to visit him; at the same time, some were admitted to serve him with

with *Subpœna's* in *Chancery*, through the Combination of the said *Alexander Temple*, and the now Earl of *Strafford's* Agents, and for pretended contempt of the Court, under that inevitable necessity, Chancellour *Eustace* grants an Injunction, and turns the said *Eyre's* wife and Family out of doors, of the Estate of *Renalaghs* too; and they had utterly perished, if good people had not relieved them: Although *Eyres* his Counsel did proffer his *Oath*, that the said *Eyre* did not make any Contempt, neither was he in any capacity so to do: Upon which Injunction, the said *Eyre* and his Family have been ever since kept out of the Estate of the *Renalaghs*, which was pretended to be purchased to the use of Mr. *Chambre* aforesaid, with the money that was to be given for the Reversion of *Shelalah*. And *Steele* did declare, that if all the money had been really paid for the Reversion, it could not have hindered *Eyre* of the Lease of 200 years; and if so, the *Renalaghs* being but a Lease of 500 years, really belongs to the said *Eyre* in Right of his wife.

But by reason of such Combination, and Cruelty against him, the said *Eyre*, nor any one for him, (as he knows of) hath not since received one penny profit thereof to this day, and his the said *Eyres* wife, a person well descended, and who had lived formerly in great splendor, fainted in the Streets of *Dublin* (for want)

want) she being taken into a House, crying out, *her Daughter Temple had broke her heart,* and dyed about two hours after: For by the Confederacy aforesaid, the said *Temple* and his Wife enjoy all that the Earl, or his Ancestors gave for *Shelelah*, (except the 500 l. to *Chambre* of *Minmore*) although in truth the whole 13200 l. (if the Purchase were honest) did belong to *William Eyre*, in Right of his Wife, as a Chattel, as it hath been often declared by all the Judges in *Ireland*, no Land being purchased in *Chambre's* life-time. And the Judges did further declare, that whatever they pay of the Purchase money to any other then the said *Eyre*, they pay it in their own wrong: (which caused the now Earl of *Strafford* to take a Bond of the said *Temple* of 20000 l. (as he is informed) to save him harmless from the said *Eyre*, which it will nor nor cannot do, when Truth and Justice shall take place, for Mr. *Chambre's* daughter had a distinct Portion of 2000 l. given her by her Father's Will, though now they would make her Heir of all that they have been pleased to leave the Family.

That the said *Eyre* to vindicate his innocence to the world, brought himself to a Tryal, some time since in *Ireland*, by *Habeas Corpus*, and was cleared by publique Proclamation in the *Kings Bench* there, but immediately be-

fore he was clear of the Prison, there came an Order to another *Marshall* more cruel then the former, to take him into his Custody on a general charge of *High Treason*; and four years and upward he was brought to the Bar twice a Term to know what his *Treason* was: But the *Attorney General* put it off from time to time, insomuch that the Judges declared in open Court, *It would fall heavy somewhere at last, for keeping a man so long after he was cleared by Law*, but His Majesty and Council being informed of the *Hardship* used to the Prisoner, was graciously pleased to command by special Order, that he should have the benefit of *Liberty* according to Law, upon which Order the Judges brought him again to the Bar, and finding nothing against him, but only an *Allegation* that there was formerly a Charge of *High Treason* preparing against him, but now the same was lost; they cleared him the second time by *Proclamation*, and then after ten years *hardship* and vast *expence*, he was Released, not knowing of whom to seek for satisfaction: which continual and most vexatious Troubles (he fears purposely contrived) have been the only cause why he no sooner made his Humble Address for his Relief and Recovery of his Just Rights in the before mentioned Estate, wrongfully (as he humbly conceives, and is by

D

Counsel

Counsel advised) with-holden from him.

Upon the whole matter be pleased to observe first, that *Calcott Chambré* the younger, being Intituled, not only to the *Inheritance*, but also *distinctly* to the Lease of 200 years (which would not be drowned by the descent, because it was to operate to other intents afterwards, as *Payments of Debts* and *Legacies*, & was acknowledged to be in force long afterwards (as well by their attempts to *Sell & Convey* it as by the depositions of the Right Honourable the Lord *Crew*, in whose hands it still remains) and he by his Will having expressly given all his *Goods* and *Chattels* (wherein that Lease is comprised) to his Wife, and Executrix; & the *Conveyance* executed afterwards in his life-time, not pretending to affect such Estate for years, but only the *Reversion*, *Eyre* by intermarrying with the said Executrix, and being in Possession of the Premises, became lawfully Intituled thereunto, for the residual terme; and for the Assignment or Sale thereof by the Trustees, the same was without consideration, and they were surpris'd into that action by the pretended Deeds, set on foot as aforesaid, nor could such Assignment (as Counsel advise) give away the Executrix Right, unless she or her Husband had actually Sealed the same.

Secondly, that there appears only 500*l.* paid, by the late or present Earl of *Strafford*, or their Agents, for this vast Estate (their Purchase of the *Renalaghs* being without the

consent

consent of *Chambre* or his wife, &c.) And tis proved by many Witnesses, that the late Earl of *Strafford* made above 30000 l. of the profits of this Estate in 4 years time, before the *Rebellion* broke out, And the present Earl though Ordered to the contrary in the year 1661. (till the Title should be cleared) has made at least 3000 l. *per annum* ever since, only of the Wood growing thereupon.

Thirdly that the present Earl, his Trustees or Agents can pretend no Title, but by the pretended Act of *Parliament*, and Letter Patents thereupon.

Against which there are these Arguments.

1. That *Shelelah* being no *Plantation* - Land nor *Defective Title*, was inserted into the said Act by *Proflite*, as before is demonstrated. Besides neither the Heir to the *Inheritance*, nor the Trustees to the Lease of 200. years had ever any notice to defend their Title and Interest.
2. Tis conceived, that as the said Act was unduly obtained, so it was never duly Recorded, but kept privately in a Gentlemans Study, insomuch that 17 years after the Date thereof, at a *Hearing* of the Cause they moved *Chancellor Steel* that it might be Recorded, which was denied because it had not the Royal Assent nor other requisite Formalities.
3. Had the Premises been *Plantation* - Land, or had the late Earl thought fit then to pro-

duce by such his Title by the Act and Patent, there need never have been a *Nuncupative Will* set up for *Chambre* the younger, nor so many feined Deeds pursuant therunto, nor so much money spent in justifying them, nor would they have had occasion to force the Trustees to Sell the said Lease of 200. years to them for 13200 l. to be laid out in Land for the use of the said *Chambre*, which was never done, nor would they have had any need to Appeal (as they did) to the Court of Claims in *Ireland* since His *Majesties Restoration*, to have it settled upon the present Earl of *Strafford* as *Traitors Land*; whence is plain, this lurking Title was intended to be kept as a reserve, and never insisted upon till all other pretences failed.

4. Nor can it be pretended, that upon the late Earls Attainder, the Premises became forfeited to the King, and so might lawfully be granted afterwards by His Majesty, to the present Earl: for as in reason no man ought to suffer for another, and much less lose his right absolutely, meerly because another had before disleased him wrongfully; so in that very Bill there is a salvo that expressly preserves the right, Tytle and Interest of all and singular such of the *Lands, Tenements and Hereditaments* as they or any of them, or any to their use, had or might lawfully claim before.

5. That

5. That *Chambre* the Son, giving all his Lands to his Heirs Male, and to *Calcott Chambre* of *Minmore* and his Heirs, and the present Earl of *Strafford* having disclaimed all his Titles by Deed or Purchase, and the said *Calcott Chambre* of *Minmore* having after the Death of the before mentioned *Infant*, (Heir Male) sold to the said *Eyre's* late wife for a valuable Consideration by Deed executed under his Hand and Seal ready to be produced, whatever was given him by that Will or any grant whatsoever: it follows (as it is humbly conceived) that the *Inheritance* was invested in the said *Eyre's* wife as well as the Lease of 200 years.

6. How *notorious*, and by what *Practices*, all pretences of *Right* and *Possession* have continually been obtained on the part of the Earl's Agents, and how long the said *Eyre* has been kept out of the same, by *unheard of Cruelties*, what severe *Imprisonments*, and unparalleld *Hardships* (chiefly, as he has grounds to believe on this occasion) he has *suffered*; and to what extremities he is reduced; with many other sad circumstances, will appear throughout the whole series of the Case.

The truth whereof, the said *William Eyre* is ready to make appear in every particular; and yet (had he not been enforced by the unanswerable impulses of *Necessity*, after all other *Overtures*

ventures were despised, though offered with the greatest moderation) he should not thus have exposed the same, least he might seem to violate his due respects to the memory of the Dead, or the Honour of the living, both which are contrary to the Candour of his intentions, whose design is only to set forth a brief of the matter of Fact, in order to the discovery, and obtaining of his Right.

The rather for that amongst other things it appears by an *Affidavit*, ready to be produced, and duly sworn unto by a person of Credit, who was present upon the Scaffold, at the time of the death of the said late Earl of *Strafford*, that the detention of the said Estate is contrary to his Lordships Resolutions, the said Deponent making Oath, that then and there he did hear the said late Earle, a small time before his Death, command *Sr. George wentworth* to charge his Son, upon his blessing not to claim any Right to the Estate of *Chambre* (by name) in the County of *Wicklow*, *Beurks* Estate in *Connaught*, or any other Estate in *Ireland*, but what he had legally and justly purchased for his money, upon valuable considerations; and that he should disclaim any Right or Title to the same.

In tender consideration of all which he hopes it may not be thought presumption in this *Ruinated Suppliant*, Humbly to make his

his Address to His Majesty, & the most High & Honourable Court of Parliament, in whose power only (he is advised) it lyes to *Relieve* him, by the Restitution of *his Just Rights* (as he conceives) so long wrongfully detained from him, which upon examination of the Premisses, he doubts not to obtain, that the Justice of His most Gracious Majesty and those Honourable Houses, may still be glorious, when it must be acknowledged by his people in general, *That there is no means left by Potency, Favour or Fraud, to exempt any from the strict view and execution of it.*

WILLIAM EYRE.

F I N I S.

